

DES MOINES POLICE MANAGEMENT ASSOCIATION

And

CITY OF DES MOINES

LABOR AGREEMENT

January 1, 2015 through December 31, 2017

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 - RECOGNITION AND BARGAINING UNIT	2
<i>Section 1.1. Definitions</i>	2
<i>Section 1.2. Recognition of the Association</i>	2
<i>Section 1.3 Association Activities</i>	2
<i>Section 1.4. Probationers</i>	3
<i>Section 1.5 Memorandum of Agreements</i>	3
<i>Section 1.6 Dissemination of Settled Agreement</i>	3
ARTICLE 2 - ASSOCIATION MEMBERSHIP AND DUES DEDUCTION	4
<i>Section 2.1. Eligibility</i>	4
<i>Section 2.2. Association Membership</i>	4
<i>Section 2.3. Dues Deduction</i>	4
ARTICLE 3 - EMPLOYMENT PRACTICES	5
<i>Section 3.1. Seniority Definition</i>	5
<i>Section 3.2. Personnel Reduction:</i>	5
<i>Section 3.3. Establishment of Reinstatement Registers</i>	6
<i>Section 3.4. Employee Status When Reinstated</i>	6
<i>Section 3.5. EEO/Nondiscrimination</i>	6
<i>Section 3.6. Personnel Files</i>	6
ARTICLE 4 - HOURS OF WORK	8
<i>Section 4.1. Work Day and Work Week</i>	8
<i>Section 4.2. Executive Leave</i>	8
ARTICLE 5 - DEPARTMENTAL WORK RULES AND WORK SCHEDULES	9
<i>Section 5.1. Notification of Work Rule Changes</i>	9
ARTICLE 6 - SICK LEAVE	10
<i>Section 6.1. Sick Leave Benefits</i>	10
<i>Section 6.2. Sick Leave Accrual</i>	10
<i>Section 6.3. Sick Leave Buy Back</i>	10
<i>Section 6.4. Light Duty</i>	10

ARTICLE 7 - HOLIDAYS	11
<i>Section 7.1 Holidays Allowed</i>	11
<i>Section 7.2 Holiday Bank</i>	11
ARTICLE 8 - EDUCATION ALLOWANCE	12
<i>Section 8.1. Training and Education Reimbursement Policy</i>	12
<i>Section 8.2. Class Attendance</i>	12
<i>Section 8.3. Training Allowance</i>	12
ARTICLE 9 - ANNUAL LEAVE	13
<i>Section 9.1. Annual Leave</i>	13
ARTICLE 10 - PENSIONS	14
ARTICLE 11 - BEREAVEMENT	15
ARTICLE 12 - MANAGEMENT RIGHTS	16
<i>Section 12.1. General Management Rights</i>	16
ARTICLE 13 - PERFORMANCE OF DUTY	17
<i>Section 13.1. Non-Strike Provisions</i>	17
<i>Section 13.2. Performance of Duty</i>	17
ARTICLE 14 - GRIEVANCE PROCEDURE	18
<i>Section 14.1. Grievance Definition</i>	18
<i>Section 14.2. Representation During Grievances</i>	18
<i>Section 14.3. Exceptions to Time Limits</i>	18
<i>Section 14.4. Class Action</i>	18
<i>Section 14.5. Steps and Time Limits</i>	18
<i>Section 14.6. Special Provisions</i>	19
<i>Section 14.7. Discipline</i>	20
<i>Section 14.8. Arbitrator's Authority</i>	20
<i>Section 14.9. Election of Remedies</i>	20
<i>Section 14.10. Retroactivity</i>	21

ARTICLE 15 - POLICE OFFICERS' BILL OF RIGHTS	22
<i>Section 15.1. Internal Investigations</i>	22
<i>Section 15.2 Investigation Timeline</i>	24
<i>Section 15.3. Psychological and Medical Evaluations</i>	25
<i>Section 15.4 Officer involved Critical Incidents</i>	26
<i>Section 15.5. Legal Representation</i>	27
ARTICLE 16 - COMPENSATION	29
<i>Section 16.1. Salaries</i>	29
<i>Section 16.2. Off Duty Employment</i>	29
<i>Section 16.3. Working Out of Classification</i>	29
<i>Section 16.4. Educational Incentive</i>	30
<i>Section 16.5. Clothing and Equipment</i>	30
<i>Section 16.6. Compensation for Training</i>	30
<i>Section 16.7. Retiree Rights</i>	30
ARTICLE 17 - INSURANCE COVERAGE	31
<i>Section 17.1. Health Care Insurance</i>	31
<i>Section 17.2. Long Term Disability, SIB, AD&D and Life Insurance</i>	32
<i>Section 17.3. Forms Handling</i>	32
<i>Section 17.4. Hepatitis B Vaccination Program</i>	32
<i>Section 17.5. 401 Savings Plan</i>	33
<i>Section 17.6. Indemnification</i>	33
ARTICLE 18 - MILITARY LEAVE	34
ARTICLE 19 - SAVINGS CLAUSE	35
ARTICLE 20 - ENTIRE AGREEMENT	36
ARTICLE 21 - TERM OF AGREEMENT	37
APPENDIX A - PAY SCHEDULE	38

PREAMBLE

This agreement herein contains the entire agreement between the Des Moines Police Management Association (hereinafter known as the "Association") and the City of Des Moines, Washington (hereinafter known as the "City"). The purpose of the City and Association in entering into this agreement is to set forth their complete agreement with regard to wages, hours and working conditions for the employees in the bargaining unit so as to promote the efficiency of law enforcement; public safety; the morale and security of employees covered by this agreement; and harmonious relations in which the City's Values are encouraged and practiced, giving recognition to the rights and responsibilities of the City, the Association and the employees.

The members of this Association are and have been designated exempt employees by the City of Des Moines. The Commanders currently, are the only exempt, fully Commissioned Police Officers in the Des Moines Police Department other than the Chief of Police. The members of this Association are part of and under the color of authority of the Des Moines Civil Service Commission.

The members of this association by job description are currently seconds in command for the police department and oversee the daily and special operations of the department and associated employees. Association members are required to be available by phone 24 hours a day and 7 days a week. Members are frequently required to correspond and respond at all hours of the day and night to critical incidents and inquiries. Members of the Association are expected if not required to make decisions that directly affect the lives, liberties and safety of the department's employees and the customers we serve. These final decisions and directions are commonly made in the field and are required to be done in a very timely manner. Members of the Association are also responsible to attend and present at community events and special functions. Members also are responsible to ensure operations plans are developed, staffed and implemented with the care of the community and employees at the highest level. Association members enforce policy, procedure, lawful orders, ordinances, laws and State and Federal Constitutions. They oversee, conduct and review hiring processes and internal investigations and employee reviews. Association Members develop, implement and constantly monitor department budgets and closely monitor and implement the department Strategic Plan. Association members supervise more employees than any other department within the city.

The above description is not all inclusive and is not meant to be. The description is there to show the careers of the Association Members are quite different than those of a standard City of Des Moines exempt employee.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

Section 1.1. Definitions:

Terms used in this agreement are defined as follows:

- A. "Employer" or "City" means the City of Des Moines, Washington.
- B. "Association" means the Des Moines Police Management Association.
- C. "Employee" means regular full time commissioned Commander(s) (in the Bargaining Unit as defined in subparagraph D). New positions shall be subject to negotiation for inclusion or exclusion in the bargaining unit.
- D. "Bargaining Unit" shall include all full time commissioned Commanders
- E. "Department" means the Des Moines Police Department.

Section 1.2. Recognition of the Association:

The City recognizes the Association as the exclusive bargaining representative for all Commanders in the Des Moines Police Department.

Section 1.3 Association Activities:

- A. Association members shall be granted use of City meeting space and reasonable release time from duty for Association meetings. However, the Chief of Police may require an appropriate number of Commanders remain on duty during the meeting at his discretion. On duty members must remain in ready status and respond to any calls for service. Time granted for such meetings shall not be cumulative.
- B. Not more than two (2) members of the Association's negotiating team shall be permitted to attend negotiation meetings with City representatives without loss of pay, to the extent such meetings are scheduled during the working hours of the members attending and the meetings do not affect the Department's ability to manage the Department. The City may utilize no more than two (2) representatives during negotiation meetings. The Association and the City may each have one (1) additional non-city employee representative attend and take part in negotiation meetings, but neither party may have more than three (3) representatives present during negotiation meetings. Changes of representatives by either party during negotiations shall be made through written notice at the earliest opportunity.
- C. Designated members of the Association shall be granted release time (subject to subsection B above) for all mutually agreed meetings between the City and the Association, when such meetings take place at a time during which such members are scheduled to be on duty. Meetings scheduled with City representatives during off duty hours are not considered compensated time.
- D. The City shall allow Association representatives a reasonable amount of time while on duty to process grievances. The immediate supervisor of the Association representative must authorize the activity. The City will allow Association material to be distributed to members by use of City employee mailboxes.

- E. The City shall provide space on existing bulletin board(s) in a mutually agreed upon location for the Association to post notices of meetings, elections and other items of interest to Association members. These materials may not be inflammatory or personal in nature or be derogatory about the City.
- F. The Association may utilize City copy machines, faxes, telephones and other equipment provided reimbursement is made to the City in accord with Department of Finance guidelines.
- G. Association employee representatives shall be allowed a reasonable amount of on-duty time to administer the terms of this agreement.
- H. Time off required by Association members to prepare for or attend compulsory arbitration meetings or hearings during the employee's normally scheduled work day(s), the time will be granted by the City
- I. Association officials will be allowed time off (Association Officials own leave banks) to attend training related to the administration of this Agreement.

Section 1.4. Probationers:

- A. The parties recognize the purpose of a probationary promotion period of employment is to provide a trial period of employment during which the City can observe the performance of the probationer before confirming the rights of permanent status.
- B. During the actual or extended promotional probationary period, the probationer shall be entitled to the protection of the grievance procedure as outlined in Article 15 - GRIEVANCE PROCEDURES; however, the determination of the employee's success or failure of probation may not be challenged under the grievance procedure. If the employee is unsuccessful in their promotional probationary period, the employee has the right to revert back to their immediately prior permanently held Civil Service rank per Civil Service rules.

Section 1.5 Memorandum of Agreements:

All agreements reached not otherwise included in this Collective Bargaining Agreement shall be reduced to writing in a separate Memorandum of Agreement which shall be signed by the City Manager and the Management Association representative.

Section 1.6 Dissemination of Settled Agreement:

Upon the settlement of the Collective Bargaining Agreement, the City will make the agreement available to each member affected by the agreement by posting it on the City's intranet.

ARTICLE 2 - ASSOCIATION MEMBERSHIP AND DUES DEDUCTION

Section 2.1. Eligibility:

The City recognizes that it shall be a condition of employment that all full time employees of the Bargaining Unit covered by this agreement shall, within 30 days of their hire date or the effective date of this agreement, whichever is later, become members in good standing of the Association and pay the dues and costs of Association membership.

Section 2.2. Association Membership:

The Association accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status. Neither party shall discriminate against any employee because of membership or non-membership in the Association. However, this clause shall not restrict the Association from providing internal, Association sponsored benefits to Association members only.

Section 2.3. Dues Deduction:

The following procedure shall be followed in the deduction of dues for members of the Association:

- A. The City agrees to the deduction of Association dues uniformly levied by the Association for those employees who elect to become members of the Association and who request in writing to have their regular semi-monthly Association dues deduction.
- B. Each pay period, the City shall remit to the Association all dues deducted together with a list of employees and the amount deducted from each employee. The City agrees to notify the Association of new employees within thirty (30) days of the date of hire or promotion.
- C. All employees who elect not to become members of the Association shall, in lieu of Association membership, pay to the Association a regular monthly service fee equal to the Association dues schedule in effect for that employee as a semi-monthly contribution towards the administration of this agreement. Such fees shall not exceed the maximum agency fee allowed by law. Employees failing to honor their Association security obligations shall be discharged, after thirty (30) days' written notice, at the request of the Association.
- D. The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders and other judgments brought or issued against the City by third parties as a result of any action taken by the City under the provisions of this Section, unless caused by the negligence of the City.
- E. The Association and City agree that the City will not make any other deductions on behalf of the Association, except those described above.
- F. In accordance with state law, employees covered by this Agreement who are forbidden from joining a labor organization based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall pay an amount of money, equivalent to regular Association dues and initiation fee, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

ARTICLE 3 - EMPLOYMENT PRACTICES

Section 3.1. Seniority Definition:

- A. Seniority, for the purpose of vacation bids, layoffs and reductions in rank resulting from personnel reductions, shall be defined as the employee's length of permanent service within their current rank or classification, less any adjustments due to layoff, approved leaves of absence without pay (unless otherwise agreed to by the City), periods of 24 months or less between resignation and reinstatement according to Civil Service procedures, or other breaks in service. In the case of an employee who has been reduced in rank or classification, their seniority shall include time spent in the higher rank(s) or classification(s).
- B. Seniority (unless otherwise defined elsewhere within this agreement), for all other purposes, shall be defined as the employee's length of permanent service with the City of Des Moines, less any adjustments due to layoff, approved leaves of absence without pay (unless otherwise agreed to by the City), periods of 24 months or less between resignation and reinstatement according to Civil Service procedures, or other breaks in service.

Section 3.2. Personnel Reduction:

- A. Should it become necessary due to budgetary conditions, lack of work, or any other reasonable cause, to reduce the number of employees in this unit, the following basic provisions will apply: authority shall determine by classification in which layoff and/or reductions in rank are to occur. Such factors as nature of function performed, risk to overall public safety, impact on the Police Department operations, shall be weighed to determine areas where reductions can be made. Layoffs or reductions in rank of employees shall be accomplished in accordance with seniority as defined in Section 3.1.A with the least senior employees being first reduced or laid off.
- B. Layoffs, (Provided an agreement exists between the Association and the Des Moines Police Guild,) Department Re-organization or Non Disciplinary Demotion/Reduction of Rank and Bumping Rights: Personnel who are reduced in rank for non-disciplinary cause or laid off work shall have bumping rights to the next lower job classification provided: they have more total seniority with the department than the employee being bumped and have previously held permanent status in that classification. The employee will be paid at the highest rate of compensation for the class they are reduced into. For example, a Commander reduced in grade for a non-disciplinary reason to a Sergeant shall be paid at the top step Master Sergeant rate of pay. The employee will be considered vested in the reduced position and will not be subject to a probationary period.
- C. No employee is obligated to accept a reduction in rank or class and may accept the involuntary lay off termination without respect to a bumping privilege.
- D. Like work Prohibition: An employee who is reduced in rank because of lay off or restructure will not be asked or expected to routinely perform like work or work customarily performed by members of the classification from which they were reduced in rank from. Performance of such duties will be considered working out of classification and will be subject to higher compensation for working out of classification at a rate at least equal to the rate they were reduced from.

Section 3.3. Establishment of Reinstatement Registers:

- A. The names of employees who have been laid off or reduced in rank shall be placed upon a reinstatement register for the same classification from which lay off or reduced in rank. This reinstatement register shall be in effect for two years from the date of layoff or reduction, and shall take priority over other hiring or promotional lists.
- B. Refusal to accept regular full-time work with the Des Moines Police Department from a reinstatement register shall terminate all rights granted under this rule provided the work is in the same classification from which the employee was laid off.
- C. Order of Reinstatement - If a vacancy is to be filled from the reinstatement register, recall shall be made on the basis of length of service within the classification. The regular employee on such register who has the most service credit shall be first reinstated except in the cases of reduction in rank where reinstatement shall be made by time of service in that rank.

Section 3.4. Employee Status When Reinstated:

In the event a non-probationary employee leaves the service of the City due to reduction in force and within the next two years the City rehires said former employee in the same classification to which assigned at the date of reduction, such employee shall be placed at the step in the relative salary range which he/she occupied at the time of the original reduction.

Association members who are recalled from layoff per Article 3.3.C shall have their sick leave balances restored to the number of hours that were in their sick leave banks at the time of layoff, minus any hours that were cashed out.

Section 3.5. EEO/Nondiscrimination:

It is agreed that the City and Association are mutually obligated to provide equal employment opportunity, consideration and treatment to all employees of the Des Moines Police Department. Where the masculine or feminine gender is used in this Agreement it is used solely for the purpose of illustration and shall not be construed to indicate the gender of any employee or job applicant.

Section 3.6. Personnel Files:

- A. The personnel files are the property of the City and shall be kept under the direct control of the Police Chief's Office and the Human Resources Department. The City agrees that the contents of the personnel files, including the personnel photographs, shall be confidential and shall restrict the use of information in the files to internal use by the Police Department and/or Employee Services Department.
- B. All Police personnel files must be kept maintained and secured in the confines of the Police Chief's Office and the Human Resources Department. The Police Chief and the Human Resources Director, or their designee(s), shall be responsible for the privacy of such files. It is understood that staff of each office will have access and may need to review or update personnel files while conducting City business.
- C. The City shall not allow anyone other than those employees responsible for Police Department operations and/or City administration to read, view or have a copy in whole or in

part of any employee's personnel file. This provision shall not restrict such information from becoming subject to due process by any court or administrative personnel tribunal or subject to disclosure as required by state or federal law. Any time an employee's file is subject to release in whole or in part to an outside party the employee will be notified three (3) City work days prior to such release. The notice of release shall contain the following information: to whom the record was released and under what authority (i.e. search warrant court order subpoenas etc.).

- D. Employees have the right to review their own entire personnel file. Employees shall not remove any material from their files but may upon their request have a copy of any material in their files without charge.
- E. The Association's attorney of record shall be given access to employees' personnel files. Employees can also give permission for third parties to view their file. The employee shall make a formal written request naming the person authorized to view their record (i.e. a DMPMA Executive Board member, family member or their designee(s), responsible for monitoring the process. The City shall accommodate such request at a time convenient for both parties.
- F. Employees may request removal of documents and table of content pages with reference to the specific disciplinary action(s) pertaining to suspensions of less than forty (40) hours, written reprimands, and memos of concern, provided the disciplinary action occurred at least five (5) years previous to the request and same or similar incidents have not occurred for at least five (5) years from the request. If the request meets the above criteria, the Chief of Police shall have the documents removed from the requesting employee's official City personnel file

ARTICLE 4 - HOURS OF WORK

Section 4.1. Work Day and Work Week:

Recognizing that flexibility is required in the scheduling of assignments for command personnel, the normal work week shall be the equivalent of forty (40) hours per week on an annualized basis. The normal work schedule shall be four ten-hour days, Monday through Friday, with 3 consecutive days off. The Employer reserves the right to schedule individual hours of work, shift assignments, and to schedule days off. The Employer will make a reasonable effort to notify Employees of such changes thirty (30) days in advance of the change, provided the Employer has advance knowledge of the need for a change in schedule. The Employer may change regular long term schedules and work weeks, provided employees are notified three months in advance of the schedule change. The Employer agrees to meet and discuss such changes with the Association, and the three month notification requirement may be waived by mutual agreement.

Section 4.2. Executive Leave:

It is recognized that employees will be required to spend additional time over and above their regular work week engaged in activities for the City. Since the employees are exempt from FLSA overtime, the parties agree that each member of the bargaining unit shall receive additional vacation time as do all other exempt City employees in the amount of **32** hours per year, accrued at a rate of 8 hours per quarter. When an employee puts in substantial additional hours, the parties shall continue the current practice concerning flex-time off.

ARTICLE 5 - DEPARTMENTAL WORK RULES AND WORK SCHEDULES

Section 5.1. Notification of Work Rule Changes:

The City agrees to notify the Association in advance of changes in departmental or City of Des Moines operating procedures or working conditions which would affect employees in the bargaining unit. Conferences to discuss such changes may be arranged prior to the time such changes would become effective. However, nothing in this section shall be construed to limit the City from exercising its management responsibilities, provided, however, that when changes in procedure or department operations would cause a reduction in force or layoff of any employee, such proposed change, including the effective date shall be provided in writing to the Association in advance of making the proposed change.

ARTICLE 6 - SICK LEAVE

Section 6.1. Sick Leave Benefits:

All full time employees shall accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment. Regular part time employees shall accrue sick leave on a pro rata basis according to hours worked. Accrued sick leave hours shall be carried over from year to year. Employees shall not earn sick leave benefits during a suspension without pay or a leave without pay. Employees will continue to earn sick leave while on paid sick leave, vacation leave, holiday leave and/or Kelly time leave.

Section 6.2. Sick Leave Accrual:

- A. LEOFF II employees shall have no maximum accrual of sick leave hours.
- B. Sick leave may be utilized according to the rules contained in the City of Des Moines Personnel Manual.
- C. Other Leaves. Medical, maternity, paternity, Family Medical Leave, military reserve training, and other leaves shall be as specified in the City of Des Moines Personnel Manual.

Section 6.3. Sick Leave Buy Back:

Upon the separation from service of an employee in good standing with at least ten (10) years of service or upon the death of an employee regardless of years of service with the City of Des Moines, the City will cash out two-hundred (200) hours or 25% of the employee's sick leave balance, whichever is less. For employees with at least twenty (20) years of service, the City will cash-out four-hundred (400) hours or 50% of the employee's sick leave balance, whichever is less.

Section 6.4. Light Duty:

In the event an employee becomes sick or disabled the employer may allow the employee to return to work in a light duty status. A light duty status job may be assigned so as to permit the employee to continue working within the Department in a duty capacity that the employee is physically capable of performing in accordance with the conditions set forth by the employee's physician while continuing to be paid at the employee's normal rate of salary. Such assignment is contingent upon the medical prognosis of full physical recovery from the employee's disability within a reasonable period of time. The amount of time that will be allowed for assignment to light-duty status is up to one hundred eighty (180) days; provided that the one hundred eighty (180) days period may be extended in additional 180 days increments, based upon medical prognosis for recovery. Consideration of the extension shall be based upon the medical prognosis of the employee being able to return to full employment in a reasonable period of time thereafter in accordance with the advice of a physician retained by the employer. A request for light duty status will be submitted in writing by the employee to the employer or from the employer to the employee. The City reserves the right to have a City appointed physician determine the extent of an employee's disability, ability to perform light duty and/or ability to return to full duty. The City also reserves the right to impose additional restrictions on the employee's light duty assignments based on the employee's physical ability during the injury recovery period.

ARTICLE 7 - HOLIDAYS

Section 7.1 Holidays Allowed:

The following holidays will be recognized and observed as paid holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the Friday following Thanksgiving, Christmas Day, and two floating holidays.

Section 7.2 Holiday Bank:

Members of the Management Association shall receive a bank of ninety-six (96) hours of leave time on January 1 of each year in compensation for the twelve (12) holidays. The use of holiday time will be governed by the same criteria as vacation time. Employees may cash in forty (40) hours of holiday pay at the end of November to be paid on the first payday in December. Employees may cash in forty (40) hours of holiday pay at the end of October to be paid on the first payday in November. Employees must use the additional sixteen (16) hours by the end of the calendar year in which the holidays are credited.

In the event an employee uses all the holiday time and employment is terminated with the City prior to the end of the year, the remaining holiday pay will be paid back to the City out of the employee's final pay check.

ARTICLE 8 - EDUCATION ALLOWANCE

Section 8.1. Training and Education Reimbursement Policy:

The City recognizes the need to encourage and promote education opportunities for employees, subject to budgetary limitations.

- A. Training. The City will pay for or reimburse personnel for costs incurred in receiving required and/or approved job related training upon satisfactory completion of such training. Such training must be pre-approved by the Chief, or designee. Costs eligible for City payment or reimbursement include registration, books, and fees associated with such training. Employees must submit for pre-approval. The City may pay for job related training that is not required for the employee to maintain required certifications or commissions.
- B. Education. Subject to available budgeted funds, employees who wish to attend classes offered by schools, colleges, or universities may receive reimbursements upon successful completion ("C" grade or better) of such if the classes are pre-approved in accordance with the following: The employee must have successfully passed their initial probationary period of employment; The employee must not have received any discipline greater than a written reprimand within the last twelve (12) months; The class(es) must relate to the employee's current position or a promotional position within the employee's career path; Costs eligible for reimbursement include tuition, fees associated with such class(es), and fifty percent (50%) of books; If a commissioned officer is attending an accredited State institution, the officer shall be reimbursed based upon that institution's tuition schedule. If an officer is attending a non-State supported institution, the officer shall be reimbursed on the basis of the equivalent state institution or the University of Washington tuition schedule, whichever has the lower cost.
- C. Education reimbursements for BA degree programs must be approved by the Police Chief, the City Manager and the Human Resources Director, or their designees;
- D. Employees must submit for approval in accordance with City Policy.

Section 8.2. Class Attendance:

Employees who wish to attend classes offered by schools, colleges, universities, or other training organizations must do so during their off-hours. In special cases, subject to departmental approval, an irregular work schedule may be arranged in order for an employee to attend courses that are not offered during off-hours. Hours spent by an employee while attending class or studying for such class during off-hours, will not be considered compensable hours.

Section 8.3. Training Allowance:

The City will provide up to \$2,500 per year, subject to budget limitations, per bargaining unit member towards career relevant training. Members understand that should they be scheduled for training such as the FBI academy, Northwestern, or Southern Police Institute that these funds would be expected to be applied towards that training.

ARTICLE 9 - ANNUAL LEAVE

Section 9.1. Annual Leave:

Annual paid vacation shall be granted to all full time employees and part time employees on a pro rata basis. Paid vacation will be granted according to the following schedule:

<u>Years of Service</u>	<u>Monthly Accrual</u>	<u>Annual Carryover</u>
0 - 3 years	8 hours per month	255 hours
4 - 6 years	10 hours per month	270 hours
7-10 years	12 hours per month	285 hours
11-15 years	14 hours per month	300 hours
16+ years	16 hours per month	315 hours

Annual vacations are subject to the rules contained in the City of Des Moines Personnel Manual. Vacation leave hours used are to be considered hours worked for calculation of overtime.

ARTICLE 10 - PENSIONS

Pensions for employees and contributions to pension funds will be governed by applicable Washington State Statute.

ARTICLE 11 - BEREAVEMENT

Employees shall be entitled to use bereavement leave in accordance with City Policy.

ARTICLE 12 - MANAGEMENT RIGHTS

Section 12.1. General Management Rights:

The Association recognizes that areas of responsibilities must be reserved to management if it is to function effectively. In recognition of this principle, it is agreed that the following responsibilities are not subject to collective bargaining and are management responsibilities of the City. Unless specifically modified by sections in this Agreement, management retains the exclusive right to:

- A. To direct and supervise all operations, functions and policies of the department and to modify such operations, functions and policies as they may affect employees in the Bargaining Unit.
- B. To organize and reorganize the structure, work or reporting relationships within the department.
- C. To determine the need for a reduction or an increase in the work force whether or not a vacancy exists for purposes of this agreement in accordance with Article 3.2.
- D. To contract, sub-contract, or merge with another agency for any work, goods or services; provided that any contract or sub-contract resulting in the loss of bargaining unit positions will be discussed with the Association at least 180 days in advance. In any negotiation with a potential contractor or merger partner, the City shall include in the contract proposal language that notifies the contractor of the rights of Guild members and requires compliance with all relevant federal, state, or local statutes, in particular RCW 41.14.250-280.
- E. To discipline or discharge for just cause.
- F. To determine the promotional opportunities and need for and qualifications of employees, transfers and promotions in a manner consistent with State law, Civil Service rules, or other specific provisions of this Agreement.
- G. To determine job descriptions and job content.
- H. To implement new, and to revise or discard old methods, procedures, materials, equipment, facilities and standards.
- I. To assign work and equipment, schedule employees, and establish and change work schedules.
- J. To determine the City budget and financial policies.
- K. To establish and administer a personnel system which provides for all types of personnel transactions, including determining the procedures and standards for hiring, promotion, transfer, assignment, layoff, discipline, retention, and classification of positions in a manner consistent with State law, Civil Service rules, or other specific provisions of this Agreement.
- L. To establish reasonable work and productivity standards and from time to time to change those standards.
- M. Select and determine the number of employees, including the number assigned any particular work; and increase or decrease that number.
- N. To make, establish, and enforce safety rules, operational policies and procedures, and rules of conduct for the department.
- O. To inspect locker or other spaces assigned to Employees provided notice is granted to the Employee.

ARTICLE 13 - PERFORMANCE OF DUTY

Section 13.1. Non-Strike Provisions:

Nothing in this agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform his assigned duties to the best of his ability. The Association agrees that it will not condone or cause any strike, slowdown, mass sick call, or any other form of work stoppage or interference to the normal operation of the Des Moines Police Department.

Section 13.2. Performance of Duty:

It is agreed that all members of the bargaining unit shall perform all functions and duties required by laws of the State of Washington, ordinances of the City of Des Moines, and Civil Service rules and regulations and operating policies of the department.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1. Grievance Definition:

Any dispute between the Employer and the Association or between the Employer and any employee covered by this Agreement concerning the application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance.

Section 14.2. Representation During Grievances:

Grievances processed through Step 3 under Section 14.5 below of the grievance procedure shall be heard during normal City working hours unless stipulated otherwise by the parties. Employee representatives involved in such grievance meetings during their normal City working hours shall be allowed to do so without suffering a loss in pay.

Section 14.3. Exceptions to Time Limits:

Any time limits stipulated in the grievance procedure may be extended by mutual agreement in writing. Failure by the Association and/or employee to comply with any time limitation in this Article shall constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitation in this Article shall allow the Association and/or the employee to proceed to the next step without waiting for the Employer to reply at the previous step.

Section 14.4. Class Action:

A grievance in the interest of a majority of the employees in a bargaining unit shall be reduced to writing by the Association (containing all information referenced in Step 1 below) and may be introduced at Step 2 of the grievance procedure and be processed within the time limits set forth herein.

Section 14.5. Steps and Time Limits:

A grievance shall be processed in accordance with the following procedure:

Step 1. A grievance shall be reduced to writing and presented by the aggrieved employee and/or the Association representative within twenty-one (21) calendar days of when the employee knew of the alleged contract violation to the employee's immediate supervisor. The written grievance shall contain the section(s) of the Agreement allegedly violated, the nature of the alleged violation and the remedy sought. The parties agree to make every effort to promptly settle the grievance at this stage. The immediate supervisor shall answer the grievance within seven (7) calendar days after being notified of the grievance.

Step 2. If the grievance is not resolved as provided in Step 1, or if the grievance is initially submitted at Step 2 pursuant to Section 14.4 Class Action, the grievance shall be forwarded within fourteen (14) calendar days after receipt of the Step 1 answer. Said grievance shall be submitted by the Association to the City Manager with a copy to the Police Chief. The City Manager or a designee shall investigate the grievance and, if deemed appropriate, shall

convene a meeting between the appropriate parties within fourteen (14) calendar days of the receipt of the grievance. The City Manager shall thereafter forward a written reply within fourteen (14) calendar days after receipt of the grievance or the meeting between the parties, whichever occurs later.

Step 3. If the grievance is not resolved by the City Manager, the grievance may, within fifteen (15) calendar days, be referred to a mediator. The Association or the City Manager shall forward a request to the executive director of the Public Employment Relations Commission (PERC) to assign a mediator from his or her staff. Upon designation of the mediator, the parties will make every attempt to schedule a date for mediation within fifteen (15) days.

- a. Proceedings before the mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.
- b. The mediator shall attempt to ensure that all necessary facts and considerations are revealed. The mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.
- c. The mediator shall not have the authority to compel resolution of the grievance. If the mediator is successful in obtaining agreement between the parties, he/she shall reduce the grievance settlement to writing. Said settlement shall not constitute a precedent unless both parties so agree.
- d. If mediation fails to settle the dispute, the mediator may not serve as an arbitrator in the same matter nor appear as a witness for either party. Nothing said or done in mediation may be referred to or introduced into evidence at any subsequent arbitration hearing.

Step 4. Arbitration Procedure. If the grievance is not settled in accordance with the foregoing procedures, the Association or Employer may refer the grievance to arbitration within thirty (30) calendar days after the completion of mediation or in the event mediation is bypassed, within thirty (30) calendar days after completion of Step 3. If the request for arbitration is not filed by the Association staff representative or the Employer within thirty (30) calendar days, the Association or Employer waives its right to pursue the grievance through the arbitration procedure. The City and the Association shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Public Employment Relations Commission (PERC) to submit a panel of nine (9) arbitrators. Both the City representative and the Association representative shall have the right to strike four (4) names from the panel. The party striking the first name shall be determined by a flip of a coin. The other party shall then strike the next name and so on. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Association requesting that he/she set a time and place subject to the availability of the City and the Association representatives.

Section 14.6. Special Provisions:

- A. Each party shall bear the cost of the preparation and presentation of its own case.
- B. The term "Employee" as used in this article shall mean an individual employee, a group of employees, and/or their Association representative.
- C. An aggrieved party shall be granted time off without loss of pay for the purpose of attending a hearing on a grievance.

- D- A grievance may be entertained in, or advanced to, any step in the grievance procedure if the parties so jointly agree.
- E Any grievance shall be considered settled at the completion of any step if the Employee is satisfied or deemed withdrawn if the matter is not appealed within the prescribed period of time.
- F. Grievance claims involving retroactive compensation shall be limited to one hundred twenty (120) days prior to the written submission of the grievance.

Section 14.7. Discipline:

Disciplinary actions at a level equal to or greater than a suspension of eight hours of work, demotions, and terminations may be processed through the grievance procedure established under this Article, provided that, in no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by Department Policy, City Ordinance or other applicable law.

The time period for filing a grievance regarding disciplinary action that is subject to appeal under this Agreement, as well as the standard of review, shall be the same as that provided in a disciplinary appeal that may be filed with the Civil Service Commission. A grievance regarding disciplinary action may only be filed by a signatory of this Agreement. Grievances regarding discipline shall proceed through steps 1 through 2, as appropriate, of the grievance process. In the event the grievance is not resolved at one of the first two steps, the Association and the City agree that step 3, Mediation, shall be skipped and the grievance shall proceed per the provisions of step 4, Arbitration.

Section 14.8. Arbitrator's Authority:

In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows: The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and the power shall be limited to the interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Association, and the employee(s) involved. The cost of the arbitrator shall be borne equally by the City, and the association, and each party shall bear the cost of presenting its own case. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator. Any arbitrator selected under Section 14.5, Step 4 of this Article shall function pursuant to the rules and regulations of the Federal Mediation and Conciliation Services unless stipulated otherwise in writing by the parties to this Agreement.

Section 14.9. Election of Remedies

An employee covered by this Agreement must -- upon initiating objections relating to disciplinary action at a level equal to a suspension of eight hours of work or more, demotion or termination—use either the grievance procedure established under this Agreement or pertinent Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate their objections(s) relating to a disciplinary action through both the grievance procedure and the Civil Service Commission, the grievance shall be considered withdrawn upon first notice that an appeal has been filed with the Civil Service Commission.

Section 14.10. Retroactivity:

Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based that date being twenty-one (21) calendar days or less prior to the initial filing of the grievance.

ARTICLE 15 - POLICE OFFICERS' BILL OF RIGHTS

A relationship of trust and confidence between employees of the Des Moines Police Department and the community they serve and between employees of the Des Moines Police Department and their Employer is essential to effective law enforcement. Police employees must be free to exercise their best judgment and to initiate law enforcement action in a reasonable, lawful, and impartial manner. In addition, law enforcement employees are obligated to respect the rights of all people, and the Employer is obligated to respect the rights of its employees.

It is essential public confidence be maintained in the ability of the Employer to investigate and properly adjudicate complaints against its employees. The rights of the employee, as well as those of the public, must be protected.

The parties are committed to resolving internal investigation matters involving members of the Association in a manner that is expeditious, fair, and thorough, and is designed to resolve issues at the lowest possible level.

An investigation based on a complaint must be conducted in an open and fair manner, with the truth as the primary objective. The Employer accepts complaints against any of its employees and fully investigates all such complaints to the appropriate disposition.

The Employer has acknowledged its responsibility by establishing a system of complaint and disciplinary procedures which not only shall subject the employee to corrective action when improper action is evident, but also shall provide procedural protection to all employees throughout all steps of this process.

It is the purpose of these procedures to provide a prompt, just, and open disposition of complaints regarding the conduct of employees of the Des Moines Police Department. To this end, the Employer welcomes constructive and valid criticism of Employer procedures and complaints against its employees from concerned citizens of the community and from employees.

Section 15.1. Internal Investigations

When an internal investigation is being initiated regarding an employee, for an act that could lead to punitive action, including dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer, for purpose of punishment, and because of such investigation he/she is being interrogated, such interrogation shall be conducted under the following terms and conditions:

- A. An internal investigation is defined as a formal inquiry into an allegation that an employee or employees violated a law or a department policy or regulation that is supported by reasonable cause to believe the violation may have occurred as alleged. Preliminary investigations which are conducted to determine if reasonable cause exists to conduct an internal investigation, informal discussions regarding work performance, and meetings to discuss performance evaluations and Personal Action Forms are not internal investigations and not the subject of this Article. Nothing in this Article or agreement prohibits an employee from invoking his or her right to have a representative present during a preliminary investigation, discussion, or meeting if the employee reasonably believes disciplinary action might result.
- B. Any employee who is the subject of an investigation shall be informed, in writing, at least seventy-two (72) hours or 3 business days, before any interview of the following: That the employee is considered a subject of the investigation, at that stage, the nature of the investigation, who is the complainant and/or the victim (unless the employer has reasonable grounds to believe by doing so the complainant and/or victim would be in danger), what

allegedly took place, when it allegedly happened, and where it allegedly happened. The employee shall also be afforded an opportunity and facilities to contact and consult with his or her Association representative, and to be represented by the Association representative to the extent permitted by law. The employee under investigation and the Association shall be informed in writing of the nature of the investigation and the person in charge of the investigation, and will be allowed to bring an attorney or Association Representative to represent him/her in the matter when the investigation may involve any discipline up to and/or including termination of the employee.

- C. All interviews shall be limited in scope to activities, circumstances, events, conduct or actions that are the subject of the investigation. If additional information is developed on a subject not related to the initial charge(s), questioning may not commence on the additional information, and the employee and Association shall be notified of additional charges in writing. At the cost of the requesting party and in accordance with Washington State Law, RCW 9.73, the employee or City may request that an investigation interview be recorded, either mechanically or by a stenographer. There can be no "off-the-record" questions. Upon request, the employee under an investigation shall be provided an exact copy of any written statement the employee has signed, or at the employee's expense a verbatim transcript of the interview.
- D. The interview of any employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigency of the interview dictates otherwise. Interviews shall be completed under circumstances devoid of improper intimidation or coercion. The employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls, consultation with his/her representative, and rest periods.
- E. If prior to or during an internal investigation interrogation of an employee it is determined he/she may be charged with a criminal offense, he/she shall immediately be informed of his/her constitutional rights;
- F. Employees retain all of their constitutional rights. During an investigation in which an employee has been advised of their Garrity warnings, the employee will be compelled to answer questions directly related to and narrowly focused on the investigation. However, any information gained from the employee cannot be used against that employee in any criminal investigation.
- G. Disciplinary actions may include, but not limited to, the following: verbal warning, written reprimand or written letters of warning, loss of accrued vacation days, suspension, demotion, or discharge. Discipline shall generally be progressive in nature except where the offense warrants higher levels of discipline as determined by the Chief of Police.
- H. No employee shall be required to take a polygraph test and no adverse comment may be included in his/her personnel file or disciplinary hearing for his/her declining to take such polygraph test; (RCW 49.44.120)
- I. Lockers or other space assigned to an employee is considered public property and may be inspected without consent, provided the employee or Association representative has a right to be present.
- J. The employee shall not be subjected to profane language, nor shall the employee be threatened with dismissal or other disciplinary punishment as a guise to obtain the resignation of the employee. The Chief of Police will endeavor to impose discipline in a manner that is least likely to embarrass the employee.

- K. Should any section, subsection, paragraph, sentence, clause or phrase in this article be declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the remaining portions of this article.
- L. The Association recognizes the administration's effort to improve procedures involving complaints against its members. In an effort to ensure that these procedures are accomplishing their goals, there will be a review, as needed, of the procedures in a meeting between the Association and the Chief of Police.

Section 15.2 Investigation Timeline:

If an employee is facing discipline due to an internal investigation, the following shall govern the timeliness of the investigation:

- A. Internal Investigations shall be completed within ninety (90) calendar days, subject to the provisions of paragraph 2, 3, and 4 below. In the event the internal investigation has not been completed within (90) days, and no notice of extension has been provided to the Association and employee, a grievance may be filed. In the event exigent circumstances such as an Emergency Declaration is declared by the City Manager or Governor, timelines relating to internal investigations will stop until the emergency no longer exists.
- B. The Employer shall notify the employee and the Association by way of Statement of Charges at the start of the internal investigation and upon completion of an internal investigation with a Memorandum of Finding, or a Loudermill process.
- C. Internal Investigations may be extended due to determined, exigent circumstances beyond the control of the Employer or Association. Such circumstances shall include the following: (a) complexity of the investigation, (b) pre-scheduled, extended leave (including extended annual leave or mandatory training) or unexpected illness of personnel integral to the investigation, (c) unavailability of witnesses after reasonable efforts to locate, (d) undue delays in transcription of interview recordings, (e) delays caused by the Association or its representatives, (f) the Chief of Police may request an extension to review completed investigation files or (g) emergencies. Investigations covered by this paragraph may also be extended if the Chief of Police requests specific, additional investigation. An extension on this basis shall require the notification in paragraph 4 below and shall be only for such time necessary to complete the additional investigation but no more than thirty (30) additional days at a time without additional notification. If the reason for the additional time stated in the extension request does not fall under paragraph three (3) above, the extension must be agreed upon by the Employer and the Association.
- D. The Employer shall notify the employee being investigated and the Association of any extension. The notification shall include the following information: (a) when the Employer anticipates completing the investigation, and (b) explanation of the reason for the extension. If the investigation is not completed on the anticipated completion date the notification shall be repeated. An extension on this basis shall be only for such time necessary to complete the additional investigation but no more than thirty (30) additional days at a time without additional notification.
- E. The Employer's obligation to limit extensions of investigations under paragraph 3 shall be subject to the grievance procedure in Article 16, to include arbitration.
- F. In the event an internal investigation has identified possible criminal conduct the internal investigation may be suspended pending the outcome of the criminal investigation and judicial process. This will stop all time clocks as relating to internal investigations.

- G Investigations shall be deemed completed when the employee is advised of the Employer's memorandum of findings, pre-discipline process begins (Loudermill) or in the event the investigation has determined the allegations are not sustained and a final review is completed by the Chief of Police.
- H At the conclusion of the investigation and no later than (3) business days, (not to include weekends) prior to a pre-disciplinary process, the employee and the Association shall be advised of the results of the investigation and the recommended disposition (which may be a range of possible dispositions). The employee and the Association shall be provided with a copy of the complete investigatory file no less than (3) business days, not to include weekends, prior to the pre-disciplinary process, for the employee to prepare a response at the disposition hearing
- I Complaints not meeting the severity of internal investigations will be investigated. Investigations arising out of these complaints shall be completed within thirty (30) calendar days and subject to the provisions of paragraph C, and D above in the event the investigation requires additional time for completion. If the investigation is not completed within forty five (45) calendars days, and subject to the provisions of paragraph C, and D above no discipline shall be discharged. The original complaint and all the attendant documentation shall be removed from the employee's disciplinary and personnel records. The affected employee and the Association shall be notified in writing of the findings of these investigations within 7 business days, not including weekends, of the completion of the investigation.

Section 15.3. Psychological and Medical Evaluations:

The purpose of this Section is to balance the interest of the Employer in obtaining a psychological and medical evaluation of an employee to determine the employee's fitness for duty and the interest of the employee in having those examinations being conducted, in the least intrusive manner as possible, and in a manner as to protect the employee's right to privacy.

- A. Conditions Under Which Evaluations Will Take Place: No evaluation will take place without there being a reasonable suspicion to believe that an employee is psychologically or medically unfit to perform the job. If the employer has facts which provide reasonable suspicion that an employee may be unfit for duty, the employer will bring those facts to the attention of a doctor chosen from a list of doctors previously agreed to by the Employer and the Association. In the event the City and the Association do not reach agreement on an appropriate list, the City may select a doctor of its choosing. The employer may refer the employee to the selected doctor for evaluation. Any relevant medical history of the employee which the examining doctor requests shall be released by the employee only to the examining doctor. Whenever an employee is directly involved in an incident which results in a fatality, the employee will be required to have a psychological assessment and counseling prior to returning to full duty. Employees who are indirectly involved in such fatal incidents are encouraged to seek psychological assessment and counseling. The City will continue to pay for these visits.
- B. Results of the Evaluation: The doctor will issue a written report to the employer and the employee. The only information which the doctor may disclose shall be whether the employee is fit or unfit for duty or requires modified work conditions, and the prognosis for recovery. Additionally, where the cause of the unfitness is duty related, the doctor shall disclose that cause. If the doctor believes the employee is fit for duty but needs modified work conditions and/or continued treatment, the doctor will indicate what modifications and/or treatment are necessary and the extent and projected duration of the modification and/or treatment plan.

The employee shall follow the prescribed treatment plan. The doctor will keep all data that has been made available to him or her confidential and not release it to any party except the employee. Modified work conditions may include light duty assignments as provided in Section 6.4, Light Duty.

- C. If the employee is referred back to work by the doctor, but the employer still has reasonable suspicion that the employee remains psychologically or medically unfit to perform the job, employer may again refer the employee back to the original evaluating doctor for further evaluation.
- D. The employer has the right to send a pre-evaluation and/or post-evaluation questionnaire to the doctor listing any expectations, responsibilities and/or concerns the employer may have relating to the employee. The doctor will determine if the employee is capable of fulfilling the expectations and responsibilities outlined and clear up the concerns specified. The doctor shall provide such written determination to the employer prior to the employee's return to full duty.
- E. As used in this section, "doctor" refers to a physician, psychologist or psychiatrist.
- F. This section shall not be interpreted to limit the City's or employee's rights, obligations, or access to information under the rules and regulations applicable pursuant to the Americans with Disabilities Act, Family Medical Leave Act, or Worker's Compensation statutes.
- G. The Association/Employee shall have an opportunity at its expense, to discuss with the Employer's examining professional their conclusion and reasons therefore. If the Employee believes that the conclusions of the examining professional are in error, they may obtain an additional examination at their own expense and the Employer will provide the examining professional with documents which were utilized by the Employer's examining professional. In the event, the Employee and/or Association seek to contest the conclusion of the first examining professional, the Employee's report shall be in writing and shall be available to the Employer. The report shall be kept as confidential medical information and any use outside of the accommodation or fit for duty process shall be subject to a written medical release by the Employee. The Employee shall authorize the second examining professional to respond to reasonable questions clarifying the opinion, at the Employer's expense. Nothing herein prohibits the examining professionals from making safety disclosures required by law.

Should an Employee Grieve a disciplinary or discharge action taken as a result of an examination, the Employer shall allow release of the examination and supporting documents upon which it relies for the action, and all other prior examinations of the Employee.

Should an Employee Grieve a demotion, discharge or other action subject to the Grievance process, taken as a result of an examination, the Employer and Employee shall allow release of all examinations and supporting documents upon which it will rely in the proceedings, and all other prior examinations of the Employee determined to be relevant by the Arbitrator after a confidential review.

Section 15.4 Officer involved Critical Incidents:

Any time a critical incident occurs the following will apply:

- A. Upon arrival at a scene where use of a firearm has taken place, representatives of the Employer shall only request from the employee Public Safety Information needed to secure the scene and

identify and apprehend any perpetrators of the crime who may be at large. The Employer will not question the employee(s) regarding any non-essential information regarding the incident.

- B. The employee involved in a critical incident will be given reasonable accommodations to have contact with any persons allowed under RCW 5.60.060 (spouse, clergy, peer support, etc.)
- C. The case investigation will be made available to the Association or its attorney, upon request when completed and available to the department.
- D. The Employer must preserve a chain of custody for the weapon or weapons utilized in an incident and the employee may be immediately issued a replacement weapon or weapons (department issued weapons only) unless circumstances as determined by Command Staff deem it inappropriate to do so.
- E. If there are multiple investigators assigned because concurrent investigations are underway, the investigators will coordinate so one investigator will be primarily responsible for the interview. All attempts will be made to minimize the need for successive interviews.
- F. During the interview of the employee relating to a critical incident, the employee will be given reasonable breaks and periods to prepare for the interview, and be given the right to consult with legal counsel and /or Association representation prior to and during the interview upon request. If requested, the interview may be postponed until the employee has been able to seek professional counseling before the interview takes place.
- G. If the incident is captured on video, the employee will be allowed to review the video prior to any statement being made unless the investigation has determined possible criminal culpability by the involved employee.
- H. At the option of the Employer (considering input from the affected employee and/or Association Representative), the employee shall be placed on administrative duty or administrative leave. Employees placed on either of these two leaves will revert to a weekly (Monday through Friday) dayshift work schedule for interview and administrative availability.
- I. While on administrative assignment, the employee will be allowed access to the employee's choice of counselors or doctors without loss of pay or benefits to the employee for a reasonable period determined by the employer and under medical coverage plan options.
- J. When either the employee or the Employer believes the employee should return to the employee's regular assignment, at the Employer's option, the employee shall provide documentation from his/her counselor or doctor indicating the employee is fit to return to his/her regular duties or to modified duties. The Employer at its option may request (at their expense) an independent examination of fitness for duty.
- K. After returning to duty, the employee will be encouraged and allowed full access to counselors without loss of pay or benefits to the employee while participating in a Department/City approved program.
- L. The Association President, or his designee, will be advised as soon as possible of any change(s) or deviation from the Officer Involved Shooting (310) policy is made by the Chief of Police or his designee.

Section 15.5. Legal Representation

- A. The City agrees to provide a legal defense for an Association member in defense of criminal charges brought pursuant to CrRLJ 2.1(c) against the Officer for acts and/or omissions occurring while the member was acting in good faith in the performance or purported failure

to perform his/her official duties. If a prosecutor files criminal charges as a result of the complaint being brought pursuant to CrRLJ 2.1(c), the City's obligation to provide a legal defense shall terminate immediately, except that the reimbursement provisions of 15.P. shall apply.

- B. If an Association member is prosecuted for acts and/or omissions occurring while the member was acting in good faith in the performance or purported failure to perform his/her official duties, the City shall reimburse the member for legal defense, in an amount up to \$100,000, if the member is not convicted or does not suffer any other disposition of the criminal complaint that is adverse to him or her. (e.g. An acquittal due to a finding of not guilty by reason of insanity; a dismissal by reason of incompetency, pursuant to chapter 10.77 RCW; a dismissal entered after a period of probation, suspension, or deferral of sentence; or an Alford plea.)

ARTICLE 16 - COMPENSATION

Section 16.1. Salaries:

- A. Effective January 1, 2015, base wages shall increase 2.0% representing a cost of living adjustment.
- B. Effective January 1, 2016, base wages shall increase 1.5% representing a cost of living adjustment.
- C. Effective January 1, 2017, base wages shall increase 1.5% representing a cost of living adjustment.

Section 16.2. Off Duty Employment:

An employee who wishes to engage in additional employment, during off-duty hours must first submit a written request seeking approval to the Chief of Police and receive the Chief's approval before accepting the employment. In doing so, the employee will: (1) name the company and/or employer, (2) fully describe the nature of the work to be performed, (3) list hours of work, and (4) obtain from the company/employer an agreement in a form approved by the City that indemnifies, releases and holds the City harmless from any liability arising from the employee's discharge of his/her duties as an employee of the company/employer. If the employee complies with the above requirements, the Chief shall authorize an employee to perform other employment during off-duty hours provided such employment does not: (1) interfere with the efficiency of law enforcement and public safety; (2) interfere with the employee's performance of regular police duties; (3) detract from the image of the police profession; (4) conflict with the Employer's published policies and regulations; (5) involve the use of department uniforms or equipment unless authorized in writing by the Chief of Police; (6) involve work in conjunction with or in any capacity with a tow company, taxicab or ambulance company; (7) involve work upon any commercial premises where intoxicants are served for public consumption except in a security capacity; (8) follow or result in an unusual sick or absence record in an employee's primary police employment; (9) conflict with departmental regulations or policy governing outside employment (10) involve misuse of the commission; (11) adversely affect the department's image or efficiency; or (12) relate to any activity of a law enforcement nature.

This article also applies to off-duty work with volunteer groups. Time worked in off-duty employment, for anyone other than the City of Des Moines, is not recognized as hours worked on duty.

The Management Association agrees to appoint a member of the Bargaining Unit to coordinate off duty scheduling. The Management Association agrees that hours worked for off duty employment for anyone other than the City shall not be counted as hours worked on duty regardless of who pays the Employee.

Section 16.3. Working Out of Classification:

- A. Any employee who is assigned to perform duties of a higher paying classification for periods of 40 consecutive hours (regardless of days off) or more, shall be paid at the rate of the higher classification. If the Department does not have a Deputy Chief assigned, the acting employee shall receive acting pay of five percent (5%) of pay.

- B. The Chief of Police must make formal acting assignments before provisions of this section apply, naming person placed in temporary classifications, temporary rank, and length of time employee will be working out of his/her regular classification.

Section 16.4. Educational Incentive:

Educational Incentives - Educational incentive pay will be paid to Employees with a qualifying AA or AS degree equal to 2.5% base pay, 4% for a BA or BS degree, and 5% for an MA, MS, MPA or JD. Qualifying degrees are Police Science, Political Science, Sociology, Psychology, Community Service, Business Administration, Criminology, Law, Criminal Justice, Public Administration, and any other degrees approved by the Chief of Police. Employees currently earning educational incentives for degrees other than those listed will continue to receive such pay and the increases itemized in this Agreement.

Section 16.5. Clothing and Equipment:

- A. The Employer agrees to provide all uniform clothing and equipment which an employee is authorized to wear and authorized to purchase by the Chief of Police.
- B. The Employer agrees to provide necessary cleaning of all such clothing and equipment.
- C. The Employer agrees to replace or repair clothing and equipment which is damaged in the line of duty including "fair wear and tear".
- D. Commanders shall be granted a clothing allowance for non-uniform clothing of 1% of base pay per year. Cleaning shall be provided as defined in Subsection B above.

Section 16.6. Compensation for Training:

The City agrees to compensate any employee for training time which is a result of an employee's required attendance at any symposium, seminar, or training school.

Section 16.7. Retiree Rights:

Effective the first of the month after ratification of this agreement. An employee separating from service in good standing with five (5) or more years of service with the Des Moines Police Department, and who meets LEOFF eligibility requirements to receive retirement benefits will receive a retiree badge and commission card from their last duty assignment served.

An employee separating from service, in good standing with twenty (20) or more years of service as a Commissioned and/or Certified Police Officer, and the last five (5) or more years of service with Des Moines Police Department, and who meets meeting LEOFF eligibility requirements to receive retirement benefits will additionally receive their duty weapon at retirement.

The Chief of Police shall have the discretion to issue or deny department equipment to the retiree under certain and/or exceptional circumstances.

ARTICLE 17 - INSURANCE COVERAGE

Section 17.1. Health Care Insurance:

The following health care plans are offered to bargaining unit members:

Medical, Dental, and Vision: Regular full-time employees and regular part-time employees budgeted for thirty (30) or more hours per week shall be eligible to participate in the City's health insurance plans. Premiums shall be paid by the City on behalf of all full-time employees and all part-time employees budgeted for thirty (30) or more hours per week according to the following schedule:

- A. Effective January 1, 2015, through the ratification of this agreement, the City will pay one hundred percent (100%) of eligible employee's premium and ninety percent (90%) of the spouse and dependents' premiums as described below for the following Association of Washington Cities (AWC) health insurance plans:

HealthFirst
Group Health Cooperative \$10 Copay Plan

- B. Effective as soon as possible upon ratification of this agreement, the City will pay ninety-five percent (95%) of eligible employee's premium and ninety percent (90%) of the spouse and dependents' premiums for the following health insurance plans:

LEOFF Health and Welfare Trust Plan F
AWC Group Health \$20 Copay Plan

- C. Effective January 1, 2017, through December 31, 2017, the City will pay ninety-five percent (95%) of eligible employee's premium and eighty-five percent (85%) of the spouse and dependents' premiums for the following health insurance plans:

LEOFF Health and Welfare Trust Plan F
AWC Group Health \$20 Copay Plan

- D. Should the LEOFF Plan F premiums increase more than five percent (5%) in any benefit year, the amount between five percent (5%) and ten percent (10%) shall be split equally between the Employer and employee, and any amount in excess of ten percent (10%) shall be paid by the employee.

- E. In 2015 and 2016, the City will provide a Health Reimbursement Arrangement Voluntary Benefit Arrangement (HRA VEBA) with an annual City contribution of five hundred and eighty dollars (\$580) for employee only or eleven hundred and thirty dollars (\$1,130) for employee and one or more dependents.

- F. Effective January 1, 2017, for each employee who is eligible for and enrolls in one of the health plans in Section 17.1.C., the City will make the following monthly contribution to the employee's HRA VEBA account:

Employee only: forty-eight dollars and 33 cents (\$48.33)
Employee plus dependent: ninety-five dollars and 16 cents (\$94.16)

- G. If an employee opts out of the City's medical plans entirely, the employee will receive their choice of cash or Section 457 deferred compensation payments in lieu of the medical benefits. Such payment will be equal to twenty-five percent (25%) of the City's savings, based on the premiums for the LEOFF Plan F plus the HRA VEBA contributions the City

would have paid for the employee and any spouse and/or dependents who are eligible for City medical coverage. To be eligible for such payments, the employee must provide proof of comprehensive group medical coverage through an employer or other entity that covers all individuals in a group. Individual medical insurance purchased on an individual or family basis does not qualify under this option.

- H. One-hundred percent (100%) of the premium for Washington Dental Service (WDS) Basic Plan F as provided by AWC.
 - I. One-hundred percent (100%) of the premium for Orthodontia Option II as provided by AWC for all children required to be covered by dental plans at a level of \$1,000 lifetime coverage.
 - J. One-hundred percent (100%) of the premium for the \$25 deductible Vision Service Plan (VSP) as provided by AWC.
- The City reserves the right to select other insurance plans and carriers or to self-insure to provide the benefits outlined in Section 17.1., provided that the benefits are comparable with those currently offered.

Section 17.2. Long Term Disability, SIB, AD&D and Life Insurance:

In lieu of Social Security disability and survivor benefits, the City covers all regular full-time employees and regular part-time employees budgeted for thirty (30) or more hours per week under the Long Term Disability (LTD) and Survivors Income Benefit (SIB) Plans. The LTD and SIB plans shall be at least equal to that provided by Cigna as of January 1, 2014. The City will continue to pay 100% of premiums for the SIB program and employees shall pay one-hundred percent (100%) of the premium for the LTD through payroll deduction on a post-tax basis, reimbursed by the City.

The City will provide each Association member Term Life Insurance, with Accidental Death and Dismemberment (AD&D) coverage, in an amount equal to one and one-half times (1½ x) each member's annual salary including educational pay. The City and Association agree the City will be responsible for any future increased cost and will also retain any savings resulting from a decrease in the cost of the premium.

Section 17.3. Forms Handling:

- A. The Association and its membership agree to cooperate with the City in all requirements relating to insurance forms and processing such. It is mutually agreed that forms handling is a necessary part of the employee and City's duties, and that expeditious handling is in the best interest of both parties.
- B. Each employee shall be responsible for obtaining and filling out necessary application forms, change in coverage forms, or providing other information necessary to determine eligibility for insurance coverage.

Section 17.4. Hepatitis B Vaccination Program:

The City will provide employees with the opportunity to receive vaccinations and the follow-up tests to help prevent contraction of the Hepatitis B virus. The program will be voluntary in nature and in accordance with applicable Washington State Law, WISHA directives, and Labor & Industry regulations, and Des Moines Police Department policies. Employees who wish to waive their opportunity to receive vaccinations and follow-up tests after exposure must sign a waiver form.

Section 17.5. 401 Savings Plan:

In lieu of Social Security, all Employees are covered under a qualified 401 retirement plan administered by ICMA-RC. The City will contribute an amount equal to 6.52% of the employee's wage, while the employee contributes an amount equivalent to the current employee Social Security deduction rate. To qualify for this program Employees must be full-time or regular part-time and work a minimum of 30 hours per week.

Section 17.6. Indemnification:

If an action or proceeding for damages is brought against an employee arising from acts or omissions made while acting or, in good faith purporting to act, within the scope of the employee's official duties, then the City will provide a defense of the action or proceeding for the employee and indemnify the employee from any damages arising from such an action or proceeding.

This protection shall also apply for any claims or suits arising from an employee's authorized off duty employment within the city limits of Des Moines; provided such claim or suit results from acts or omissions made while acting or, in good faith purporting to act, within the scope of the employee's official duties. This shall not preclude the City from recovering losses, to the extent coverage is otherwise provided by the off duty Employer or his insurer.

Indemnity and defense shall not be provided by the City for any dishonest, unlawful, fraudulent, criminal, or malicious act.

ARTICLE 18 - MILITARY LEAVE

Military Paid Leave of Absence - An employee who is a member of the reserves or any branch of the uniformed service, who is ordered to involuntary active duty by the United States government, thus requiring a leave of absence from his or her City position, and who has exhausted annual military leave as provided by RCW 38.40.060 will be granted a paid leave of absence from their City position at their regular base rate of pay including educational incentive pay less the amount of military pay to which they are entitled.

ARTICLE 19 - SAVINGS CLAUSE

If any article of the agreement or any addenda hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of the agreement and addenda shall not be affected thereby and the parties shall enter immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such article.

ARTICLE 20 - ENTIRE AGREEMENT

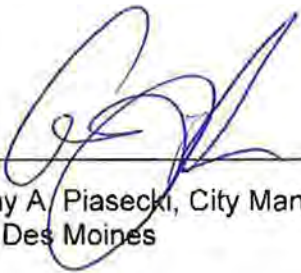
The agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this agreement.

ARTICLE 21 - TERM OF AGREEMENT

This Agreement shall become effective January 1, 2015, and remain in full force and effect through December 31, 2017.

Approved this 29th day of April, 2016.



Anthony A. Piasecki, City Manager
City of Des Moines



Barry Sellers, President
Des Moines Police Management Association

APPENDIX A

Des Moines Police Management Association

Pay Schedule

<u>Year</u>	<u>Range</u>	<u>Position</u>	<u>C</u>	<u>D</u>	<u>E</u>
2015	PMA 34	Commander	\$ 116,160	\$ 121,968	\$ 128,064
2016	PMA 34	Commander	\$ 117,912	\$ 123,804	\$ 129,996
2017	PMA 34	Commander	\$ 119,676	\$ 125,664	\$ 131,952